

- UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA**

PARTIES

4. GOLO is a corporation organized under the laws of the State of Delaware with a principal place of business located at 630 Churchmans Road, Suite 200, Newark, Delaware 19702.

5. On information and belief, Skinny With Fiber is a fictitious name for a corporation or limited liability company organized under the laws of a state within the United States. Skinny With Fiber is not registered in that name as a corporation or limited liability company in Pennsylvania, Delaware, Florida, New York, or Utah.

FACTUAL BACKGROUND

GOLO, LLC

6. GOLO is a leading weight loss program created by a team of doctors and researchers that aids people all over the world in achieving their weight loss goals in a sustainable and healthy manner. (See www.golo.com.)

7. GOLO was the top-searched diet on Google in 2016. (See <https://www.google.com/trends/yis/2016/US?hl=en>.)

8. The GOLO 30-Day Rescue Plan program promotes weight loss with a three-tier solution of dietary modification, regular exercise, and nutraceutical supplementation that helps dieters lose weight without drastically cutting calories and/or compromising their health. (See www.golo.com.)

9. The GOLO program includes: (1) the Release supplement; (2) the Metabolic Fuel Matrix; and (3) behavioral changes. (*Id.*) Members can expect to lose an average of 1-2 pounds per week. (*Id.*)

10. The Release supplement contains a proprietary blend of ingredients that assists with the release of stored fat, and is intended to kick-start weight loss and support sustainable and lasting results. (*See id.*)

11. The Metabolic Fuel Matrix employs a meal plan that utilizes food in correct portions and combinations to assist the body's conversion of food into energy rather than fat storage. (*See id.*)

12. GOLO promotes behavioral changes in its users by providing the tools needed to succeed and reach weight loss goals and overcome emotional and stress eating. (*See id.*) These tools include simple strategies to strengthen each user's level of commitment and determination. (*See id.*)

13. The GOLO 30-Day Rescue Plan Kit currently includes: the GOLO 30 Day Rescue Plan; Creating Matrix Meals; Truth & Change; the Release supplement; and a free myGOLO.com membership. Members can choose additional bottles at the time of order or later via the myGOLO free membership site. Customers do not pay for shipping for their Rescue Plan Kit. (<https://golo.com/cart-shop/>.)

14. The myGOLO.com membership provides a support forum and allows members to communicate with other members on the Plan, as well as access recipes and meal plans. (*See* <https://www.facebook.com/GOLO4life/>, post by GOLO dated January 8 at 7:08pm; http://www.mygolo.com/login.aspx#/.)

15. GOLO offers a sixty-day money back guarantee to its members. (*See* www.golo.com/policies.)

16. GOLO has earned rave reviews from its members, many of whom credit GOLO with being the catalyst for sustainable weight loss, long-lasting dietary changes, and overall

improved health. (See <https://golo.com/reviews/>.) GOLO states on its website that the highlighted results may not be typical and each person's results may vary. (*Id.*)

17. GOLO is endorsed, and even used by, multiple doctors, many of whom share their professional opinions of GOLO on GOLO's website. (See www.golo.com.)

18. GOLO's website identifies "Team GOLO," which includes the program's developers, doctors, and executive management, among others. (See <https://golo.com/teamgolo/>.)

19. GOLO conducted several trials between 2009 and 2014 in South Africa and the United States to determine the efficacy and safety of its three-tier solution. (See <https://golo.com/clinical/>.) These studies demonstrated average weight loss of 20.6 pounds within the first 90 days of the program, 37.4 pounds after 26 weeks, and 48.6 pounds after 1 year. (See *id.*)

SKINNYWITHFIBER.ORG

20. On information and belief, Skinny With Fiber competes with GOLO in the diet and weight-loss industry.

21. Skinny With Fiber maintains a website – www.skinnywithfiber.org – which, on its face, appears to be an independent review platform; an "informational" resource to "help [readers] lose weight and feel healthy and fit." (See <http://skinnywithfiber.org/about-us/> and <http://skinnywithfiber.org/disclosure/>.)

22. However, Skinny With Fiber is neither independent nor unbiased. To the contrary (and as at least partially explained on the website's inconspicuous "disclosure" page), Skinny With Fiber's website is "commercial [in] nature"; its "owners ... receive income through affiliate links provided on individual product reviews" and it acknowledges that its "reviews and posts

[may be] influenced by ... affiliate relationships and may create a conflict of interest.”
(<https://www.skinnywithfiber.org/disclosure/>.)

23. Skinny With Fiber actively conceals its corporate identity, owners, employees, and affiliates. For example, Skinny With Fiber does not list its physical address or phone number on its website, and its domain name is registered through a third-party (Domains By Proxy, LLC), in order to keep the website’s true owner and operator hidden from public view.

24. In addition, each of the reviews on Skinny With Fiber’s website is purportedly authored by a “Christine Derrel”; Derrel is the “pen name” for an individual described on the website as an “[e]nergetic woman in her early 40s” with a “husband & two kids,” and interests in “classical literature, fitness, yoga, jogging, weight loss, healthy foods & recipes.”

25. Derrel also maintains various social media accounts, including a Facebook page, a Twitter handle, and a Google+ profile.

26. However, the photograph provided for Derrel on those media accounts appears to be a stock photograph of a generic woman, and the email address listed for her on the Skinny With Fiber website is inoperative.

27. On information and belief, neither the reviews, nor any other content, on the Skinny With Fiber website is authored or created by Derrel, or any other individual resembling the “energetic woman” described on the website.

28. On information and belief, Skinny With Fiber and its website are instead owned, financed, and/or operated by a developer, manufacturer, distributor, and/or seller of diet, weight-loss, and/or nutritional products.

SKINNY WITH FIBER'S GOLO "REVIEW"

29. On or around February 7, 2017, Skinny With Fiber published a "review" of GOLO's product and service, which was purportedly authored by Derrel, and titled "Ultimate Guide to Golo Diet: Reviews, Ingredients & Things You Have to Know" (the "GOLO Review"). (See <http://www.skinnywithfiber.org/ultimate-guide-to-golo-diet-reviews-ingredients-things-you-have-to-know/> (last visited June __, 2017).)

30. As of the date of this filing, it appears (based on an eyeball graphic at the top of GOLO Review webpage) that the GOLO Review has been viewed more than 20,000 times. (See *id.*)

31. The GOLO Review is replete with inaccuracies, misleading statements, and blatant falsehoods.

32. For example, the GOLO Review falsely states that:

- "It is ... unclear how Release weight loss supplement regulates insulin, seeing that experts in that sector say that it cannot work the way the company claims it does."
- "... [S]ome of the ingredients used in Release pills are recommended to be used in restricted amounts, one of them being zinc. Gardenia is also credited for diarrhea if taken orally. You have been warned!"
- "... [M]ost of the participants lost between 1-2 pounds in a week, which is no different from what you would lose when eating healthy. In a way, it looks as though the most benefit is derived from following what is in the booklet ... For this reason, we do not think the supplement is all that important."

(*Id.*)

33. In addition, the GOLO Review includes bolded headlines that pose misleading questions which could cause readers to doubt GOLO's effectiveness and/or decide not to purchase GOLO. For example, the GOLO Review asks: "Is [GOLO] Another Marketing Gimmick?"; and "Is GOLO Real Or a Scam?" (*Id.*)

34. Ultimately, the GOLO Review states that, while GOLO may assist “prediabetic” individuals in certain ways, it is not a complete weight loss solution, and readers should instead “change the way [they] eat and ditch [their] sedentary lifestyle.” (*Id.*)

35. The GOLO Review then provides an “Overall Score” of 7.1 (represented graphically as just over three out of five stars) for GOLO (based, apparently, on GOLO’s “Effectiveness,” “Safety,” “User Feedback,” and “Price”). (*Id.*)

36. The Overall Score for GOLO is lower than other products, programs, and plans reviewed on Skinny With Fiber’s website, including Skinny Fiber (7.7) and The 3 Week Diet (8.5).

37. The GOLO Review is surrounded by links to other Skinny With Fiber reviews of various products and websites unrelated to but – in many cases – in direct competition with GOLO (for both consumers’ attention and dollars), as well as a series of so-called “Related Articles” authored by Derrel. (*See id.*)

38. In the concluding paragraph of the GOLO Review, Skinny With Fiber also provides an external link to a diet program Skinny With Fiber endorses as promoting a “healthy life.” (*See id.*)

39. On information and belief, Skinny With Fiber sells, is affiliated with, and/or receives commissions or other compensation from the sale of some or all of the products, programs, and plans that are discussed in the linked reviews on or surrounding the GOLO Review, including the linked program described in Paragraph 38, as well as the products, plans, and programs that receive more favorable Overall Scores than GOLO, including those products, plans, and programs referenced in Paragraph 36.

40. On information and belief, neither Derrel, nor anyone else at Skinny With Fiber, has used, tested, studied, or analyzed the products, programs, and plans “reviewed” on the Skinny With Fiber website.

41. In May 2017, Plaintiff’s counsel wrote to Skinny With Fiber – via the email address provided for Derrel (which was not in service), through an entity believed to be connected to Skinny With Fiber, and via the website’s “contact us” page – and demanded that Skinny With Fiber cease and desist its unfair competition, false advertising, and trade libel by, *inter alia*, removing the offending GOLO Review. (See Exs. A & B, hereto.)

42. As of the date of this filing, Skinny With Fiber has not responded to said demands, and the GOLO Review remains live on the Skinny With Fiber website.

SKINNY WITH FIBER’S USE OF SEARCH ENGINE OPTIMIZATION TECHNIQUES TO
STEAL GOLO PAGE VIEWS AND CONSUMERS

43. On information and belief, Skinny With Fiber redirects GOLO’s potential consumers to Skinny With Fiber’s website through various search engine optimization techniques (“SEOs”), including the use of Google’s AdSense and/or AdWords programs.

44. On information and belief, Skinny With Fiber purchases online advertisements through Google’s AdSense and/or AdWords programs, including advertisements that are based upon, or incorporate, the term “GOLO,” which accordingly manipulate the user’s search results in Google.

45. As a result of these advertisement purchases and other SEOs, when a user searches Google for “GOLO,” Skinny With Fiber’s “2017 ULTIMATE Guide to GOLO Diet: Reviews, Ingredients & Results” appears with the corresponding URL address on the first page of results.

46. On information and belief, Skinny With Fiber's use of the above-described SEOs has redirected potential and existing GOLO customers to Skinny With Fiber's website, and to the products, programs, and plans Skinny With Fiber reviews more positively, links to, and/or promotes on its website, and has resulted in GOLO's loss of substantial revenue and goodwill.

COUNT I
UNFAIR COMPETITION AND FALSE ADVERTISING UNDER THE LANHAM ACT,
15 U.S.C. § 1125 et seq. AS TO GOLO

47. GOLO incorporates the allegations of the foregoing paragraphs as if fully set forth herein.

48. Skinny With Fiber's method of using its website in general, and the GOLO Review and SEOs in particular, to publish false, misleading, and defamatory statements regarding GOLO, praise the products, programs, and plans Skinny With Fiber is affiliated with, and/or receives compensation from, and direct readers to those other products, programs, and plans, constitutes unfair competition and/or false advertising.

49. The Skinny With Fiber website purports to be an independent review site that provides readers with an objective informational resource, but is actually a conduit for the promotion of products, programs, and plans Skinny With Fiber is affiliated with, and/or receives compensation from.

50. In promoting those other products, programs, and plans, and disparaging GOLO, Skinny With Fiber is making false and misleading statements about GOLO's product, including but not limited to the statements alleged herein.

51. Skinny With Fiber's false and misleading statements are material, in that they are likely to influence customers' purchasing decisions.

52. Skinny With Fiber's acts constitute willful, deliberate, false, and misleading representations of fact as to the nature and characteristics of GOLO's services, in violation of 15 U.S.C. § 1125(a)(1)(B), because the GOLO review is simply a means of promoting the products, programs, and plans Skinny With Fiber is affiliated with, and/or receives compensation from.

53. GOLO has been and will continue to be injured as a result of Skinny With Fiber's false statements, either by direct diversion of sales from itself to the products, programs, and plans Skinny With Fiber is affiliated with, and/or receives compensation from, the costs to GOLO for corrective advertising to counteract Skinny With Fiber's misrepresentations and advertising campaign, or by a lessening of the goodwill associated with GOLO's goods and services.

54. As a direct and proximate result of Skinny With Fiber's Unfair Competition and False Advertising, GOLO has suffered and will continue to suffer monetary damages and irreparable harm.

55. GOLO is entitled to relief pursuant to 15 U.S.C. § 1125.

COUNT II
UNFAIR COMPETITION AND FALSE ADVERTISING UNDER THE LANHAM ACT,
15 U.S.C. § 1125 et seq. AS TO AFFILIATED PRODUCTS, PROGRAMS, AND PLANS

56. GOLO incorporates the allegations of the foregoing paragraphs as if fully set forth herein.

57. In promoting the products, programs, and plans Skinny With Fiber is affiliated with, and/or receives compensation from, Skinny With Fiber appears to be making false and misleading statements about said products, including but not limited to the statements alleged herein.

58. Skinny With Fiber's apparently false and misleading statements are material, in that they are likely to influence customers' purchasing decisions.

59. Skinny With Fiber's acts with respect to the products, programs, and plans it is affiliated with, and/or receives compensation from, also constitute willful, deliberate, false, and misleading representations of fact as to the nature and characteristics of its own goods and/or services, in violation of 15 U.S.C. § 1125(a)(1)(B), because the statements alleged herein are not supported by any studies, data, or facts. Skinny With Fiber's misleading statements, therefore, constitute false advertising and promotion.

60. GOLO has been and will continue to be injured as a result of Skinny With Fiber's false statements, either by direct diversion of sales from itself to the other products, programs, and plans Skinny With Fiber is affiliated with, and/or receives compensation from, or by a lessening of the goodwill associated with GOLO's goods and services.

61. As a direct and proximate result of Skinny With Fiber's Unfair Competition and False Advertising, GOLO has suffered and will continue to suffer monetary damages and irreparable harm.

62. GOLO is entitled to relief pursuant to 15 U.S.C. § 1125.

COUNT III
TRADE LIBEL
PENNSYLVANIA COMMON LAW

63. GOLO incorporates the allegations of the foregoing paragraphs as if fully set forth herein.

64. The above-mentioned statements were paid for and/or published by Skinny With Fiber on its website.

65. The above-mentioned statements were false and defamatory.

66. At the time Skinny With Fiber published the above-mentioned statements, it knew that the statements concerning GOLO were totally false or, if not, Skinny With Fiber's avoidance of the truth was in utter and reckless disregard of their truth or falsity.

67. Skinny With Fiber's false and defamatory statements have severely injured GOLO, in that they have tended to blacken and besmirch GOLO's reputation.

68. Each of the aforementioned defamatory statements was understood by third parties to pertain to, and defame, GOLO.

69. Skinny With Fiber's defamatory publication was so outrageous and malicious as to warrant the imposition of punitive damages.

70. As a proximate result of Skinny With Fiber's malicious, intentional, and reckless conduct as set forth above, GOLO is entitled to such damages as will compensate it for the injury to its professional reputation, as well as punitive damages to punish Skinny With Fiber for its conduct and deter Skinny With Fiber and others similarly situated for like acts in the future.

PRAYER FOR RELIEF

WHEREFORE, GOLO prays for a judgment in its favor and against Skinny With Fiber on the claims set forth above and requests that this Court award GOLO compensatory and punitive damages, attorneys' fees and costs, and such other and further relief as this Court may deem just and equitable under the circumstances.

JURY TRIAL DEMANDED

Plaintiff hereby exercises its right to trial by a competent jury of its peers.


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